

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK**

IN RE:

The Roman Catholic Diocese of
Ogdensburg, New York,

Debtor.

)
) Chapter 11
)
) Case No. 23-60507 (PGR)
)
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)
)

***EX PARTE APPLICATION OF THE OFFICIAL COMMITTEE
OF UNSECURED CREDITORS TO RETAIN AND EMPLOY
BURNS BAIR LLP AS SPECIAL INSURANCE COUNSEL
EFFECTIVE AS OF SEPTEMBER 18, 2023***

The Official Committee of Unsecured Creditors (the “**Committee**”) of The Roman Catholic Diocese of Ogdensburg, New York, the above-captioned debtor and debtor in possession hereby submits its application (the “**Application**”) for entry of an order, pursuant to sections 327(a) and 1103(a) of Title 11 of the United States Code (the “**Bankruptcy Code**”), Rule 2014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 2014-1 of the Local Rules of the United States Bankruptcy Court for the Northern District of New York (the “**Local Rules**”), authorizing and approving the employment of Burns Bair LLP (“**Burns Bair**” or the “**Firm**”) as special insurance counsel to the Committee in connection with the Debtor’s chapter 11 case, effective as of September 18, 2023. In support of the Application, the Committee submits the declaration of Timothy W. Burns (the “**Burns Declaration**”), a partner at Burns Bair, attached hereto as **Exhibit A** and incorporated herein by reference for all purposes. In further support of the Application, the Committee respectfully represents as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this Application pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief requested herein are sections 327 and 1103(a) of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rule 2014-1.

BACKGROUND

3. On July 17, 2023 (the “**Petition Date**”), the Debtor commenced a voluntary case (the “**Case**”) under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtor is authorized to continue to operate its business and remain in possession of its property as a debtor in possession pursuant to section 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this chapter 11 case.

4. On August 11, 2023, the United States Trustee for Region 2 appointed the Committee pursuant to section 1102 of the Bankruptcy Code. The Committee consists of seven individuals who were sexually abused as minors by perpetrators for whom the Debtor was responsible. *See Appointment of Committee of Unsecured Creditors* [Docket No. 65].

5. On or about September 18, 2023, the Committee voted to retain Burns Bair as its special insurance counsel in this Chapter 11 Case.

RELIEF REQUESTED

6. By this Application, the Committee respectfully requests that the Court enter an order, substantially in the form annexed hereto as **Exhibit B**, pursuant to sections 327(a) and 1103(a) of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rule 2014-1, authorizing the Committee to employ and retain Burns Bair as its special insurance counsel in this Chapter

11 Case effective as of September 18, 2023, the date the Committee selected Burns Bair as its special insurance counsel.

BASSIS FOR RELIEF REQUESTED

7. The Debtor has been sued in over 124 lawsuits as a result of the New York Child Victims Act (the “**CVA**”), which modified the statute of limitations and created a window during which survivors of child sex abuse (“**Survivors**”) whose claims may have been time-barred could commence a timely civil action. *See Declaration of Mark Mashaw Regarding the Diocese's Assets and Operations and in Support of the Chapter 11 Petition and First Day Pleadings* [Docket 6] at ¶ 11. In addition, on May 24, 2022, New York State’s Governor signed into law the Adult Survivors Act (S66/A648) (the “**ASA**”) which created a similar window for previously time barred claims of survivors of sexual offenses committed against them who were eighteen (18) years of age or older at the time they were abused. Accordingly, while the CVA window has now closed, there is a possibility that the Diocese may be named in additional actions brought under the ASA. *Id.*

8. According to the Debtor, “some of the claims against it are covered by insurance, however the Diocese anticipates that some insurance carriers will attempt to deny or raise defenses to coverage.” *Id.* at ¶ 12.

9. The Committee seeks to employ Burns Bair as special insurance counsel to ensure that the Debtor’s over 60 years of insurance policies, including both primary and excess coverage, are fully available to compensate the Survivors.

10. In accordance with Bankruptcy Rule 2014(a), this Application, and the Burns Declaration, set forth the specific facts showing the necessity for Burns Bair’s employment; the reasons for the Committee’s selection of Burns Bair as its insurance counsel; the professional

services proposed to be provided by Burns Bair; the arrangement between the Committee and Burns Bair with respect to its compensation (as well as the reasonableness thereof); and, to the best of the Committee's knowledge, the extent of Burns Bair's connections, if any, to certain parties in interest in this matter.

QUALIFICATIONS

11. After careful and diligent inquiry into the qualifications and connections of Burns Bair, the Committee selected Burns Bair as its special insurance counsel, subject to the approval of this Court. The Committee has found the attorneys at Burns Bair to be well-qualified to represent it by reason of their ability, integrity, and professional experience. Burns Bair is a law firm with vast experience in high-stakes insurance litigation, as well as domestic and international insurance arbitration. Additionally, Burns Bair has extensive experience advising and working in concert with other attorneys to navigate discrete insurance issues in the context of complex litigation proceedings.

12. Burns Bair has successfully recovered substantial insurance proceeds in other actions involving insurance disputes arising from sexual abuse allegations involving Catholic dioceses. Currently, Burns Bair serves as special insurance counsel in various diocesan matters, including the Roman Catholic Diocese of Rockville Centre, New York bankruptcy, Case No. 20-12345; the Roman Catholic Diocese of Syracuse, New York bankruptcy, Case No. 20-30663; the Diocese of Rochester, New York bankruptcy, Case No. 19-02021; the Roman Catholic Bishop of Oakland, California bankruptcy, Case No. 23-40523; and the Roman Catholic Bishop of Santa Rosa, California bankruptcy, Case No. 23-10113, among other representative matters.

13. Burns Bair has worked with prominent experts to produce persuasive reports on industry custom and practice regarding bad faith, claims handling, and liability coverage in abuse cases. Burns Bair has also briefed and argued numerous legal issues surrounding coverage for sexual abuse claims, including lost policies, the number of occurrences, the expected or intended exclusion, annualization of policy limits, waiver/estoppel, and many others.

14. For the above reasons, the Committee believes that Burns Bair is well qualified to provide effective and efficient services.

SERVICES TO BE RENDERED

15. The Committee desires to retain Burns Bair, at the expense of the Debtor's estate, as its special insurance counsel, to render services as required by the Committee with respect to issues arising from the Debtor's insurance coverage and insurance policies, including, but not limited to, the following:

- (a) Analyzing, investigating, and assessing the availability of coverage under the Debtor's insurance policies;
- (b) Representing the Committee in any adversary proceedings by and between the Debtor and its insurers, pending Court approval;
- (c) Engaging in potential mediation and/or other resolution of the claims, demands, and/or lawsuits related to the Debtor's insurance policies;
- (d) Advising, negotiating, and advocating on behalf of the Committee with respect to the Debtor's insurance policies; and
- (e) Providing related advice and assistance to the Committee as necessary.

16. Burns Bair will carefully coordinate all of its tasks to achieve case efficiencies and avoid duplication of efforts. Indeed, lead counsel for the Committee, Pachulski Stang Ziehl & Jones LLP, and Burns Bair have carefully planned their work streams to avoid any duplication of work and the firms will work proactively to make certain that their scope of

work does not bleed into one another. Accordingly, the Committee respectfully submits that Burns Bair is well-qualified to perform these services and represent the Committee's interests.

TERMS OF RETENTION

17. Subject to Court approval in accordance with section 330(a) of the Bankruptcy Code and any applicable Orders of this Court, compensation will be payable to Burns Bair on an hourly basis, plus reimbursement of actual, necessary expenses and other charges incurred by Burns Bair. Burns Bair's standard hourly rates for attorneys and paraprofessionals are:

- a. Partners: \$900 to \$1120;
- b. Associates: \$550; and
- c. Paraprofessionals: \$360.

18. Due to the circumstances of this Case, the Firm proposes charging hourly rates that are substantially below its regular hourly rates. The Firm proposes to cap its rate for attorneys working on the case at \$800 per hour and for paraprofessionals working on the case at \$300 per hour.¹ Travel time will not be charged to the estate.

19. Burns Bair will also seek reimbursement of actual and necessary out-of-pocket expenses in accordance with regular Firm policies. For all of these reasons, Burns Bair's rates are reasonable.

20. Burns Bair will maintain detailed, contemporaneous time records in six-minute intervals and apply to this Court for payment of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Local Guidelines, the U.S. Trustee Guidelines, and any additional

¹ The standard hourly rates for the professionals primarily responsible for this matter are:

- a. Tim Burns, Partner: \$1120;
- b. Jesse Bair, Partner: \$900;
- c. Brian Cawley, Associate: \$550;
- d. Nathan Kuenzi, Associate: \$550; and
- e. Karin Jonch-Clausen, Associate: \$550.

procedures that may be established by the Court in this Chapter 11 Case. Burns Bair may apply to the Court to authorize interim allowance of fees and expenses should the Court enter an order authorizing interim payment procedures for professionals. Burns Bair understands that interim and final fee awards are subject to approval by this Court.

DISCLOSURE REGARDING DISINTERESTEDNESS

21. To the best of the Committee’s knowledge, the partners of, counsel to, and associates of Burns Bair do not have any connection with or any interest adverse to the Committee, or any other party in interest, or their respective attorneys and professionals, except as may be set forth in the Burns Declaration. Based upon the Burns Declaration, Burns Bair has concluded that it is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code as modified by section 1107(b) of the Bankruptcy Code. Burns Bair will conduct an ongoing review of its files to ensure that no disqualifying circumstances arise. If any new relevant facts or relationships are discovered, Burns Bair will supplement its disclosure to the Court.

REQUEST FOR *NUNC PRO TUNC* RETENTION

22. *Nunc pro tunc* retention is appropriate here because this Application was filed shortly after the Committee selected Burns Bair to be its special insurance counsel, and the Committee determined that it needed certain services from Burns Bair immediately upon such selection.

NOTICE

23. Notice of this Application has been provided to: (i) the Debtor, The Roman Catholic Diocese of Ogdensburg, New York, 622 Washington Street, Ogdensburg, NY 13669; (ii) counsel to the Debtor, Bond, Schoeneck & King, PLLC, One Lincoln Center, Syracuse,

NY 13202-1355 (Attn: Charles J. Sullivan and Grayson T. Walter); (iii) the United States Trustee, 10 Broad Street, Suite 105, Utica, NY 13501 (Attn: Erin P. Champion); and (iv) all parties who have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002. The Committee submits that, in light of the nature of the relief requested, no other or further notice need be given.

NO PRIOR REQUEST

24. No previous request for the relief sought herein has been made to this or any other Court.

WHEREFORE, the Committee respectfully requests the entry of an order, substantially in the form attached hereto as **Exhibit B**, authorizing the Committee to employ and retain Burns Bair as counsel effective September 18, 2023 in this case and granting such other and further relief as is just and proper.

Date: October 20, 2023

**THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS OF THE ROMAN
CATHOLIC DIOCESE OF OGDENSBURG,
NEW YORK**

/s/ Charles Nadeau

Charles Nadeau

Solely in his capacity as Chair of the Official
Committee of Unsecured Creditors of The Roman
Catholic Diocese of Ogdensburg, New York, and
not in any other capacity

Filed By:

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Ilan D. Scharf

James I. Stang (*pro hac vice*)

Ilan D. Scharf

780 Third Avenue, 34th Floor

New York, NY 10017

Telephone: (212) 561-7700

Facsimile: (212) 561-7777

Email: jstang@pszjlaw.com
ischarf@pszjlaw.com

Proposed Counsel to the Official Committee of Unsecured Creditors

EXHIBIT A

Declaration of Timothy W. Burns

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK**

IN RE:

The Roman Catholic Diocese of
Ogdensburg, New York,

Debtor.

)
) Chapter 11
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) Case No. 23-60507 (PGR)
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**DECLARATION OF TIMOTHY W. BURNS IN SUPPORT OF
APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS TO RETAIN AND EMPLOY BURNS BAIR LLP
AS SPECIAL INSURANCE COUNSEL EFFECTIVE SEPTEMBER 18, 2023**

I, Timothy W. Burns, declare under penalty of perjury as follows:

1. I am a partner of the law firm Burns Bair LLP ("**Burns Bair**"), proposed special insurance counsel to the Official Committee of Unsecured Creditors (the "**Committee**") of the Roman Catholic Diocese of Ogdensburg, New York (the "**Debtor**").
2. I submit this declaration in support of the *Application of the Official Committee of Unsecured Creditors to Retain and Employ Burns Bair LLP as Special Insurance Counsel Effective as of September 18, 2023* (the "**Application**")¹.
3. The facts set forth in this declaration are personally known to me, and, if called as a witness, I could and would competently testify thereto. To the extent any information disclosed herein requires subsequent amendment and/or modification, Burns Bair will use reasonable efforts to file a supplemental declaration reflecting such amended and/or modified information.
4. On September 18, 2023, the Committee selected Burns Bair as special insurance counsel, subject to approval of this Court.

5. Burns Bair is a law firm with considerable experience in high-stakes insurance litigation, as well as domestic and international insurance arbitration. Burns Bair has experience advising and working in concert with other attorneys to navigate discrete insurance issues in the context of complex litigation proceedings. Burns Bair has successfully recovered substantial insurance proceeds in other actions involving insurance disputes arising from sexual abuse allegations involving Catholic dioceses.

6. Currently, Burns Bair serves as special insurance counsel in various diocesan matters, including the Roman Catholic Diocese of Rockville Centre, New York bankruptcy, Case No. 20-12345; the Roman Catholic Diocese of Syracuse, New York bankruptcy, Case No. 20-30663; the Diocese of Rochester, New York bankruptcy, Case No. 19-02021; the Roman Catholic Bishop of Oakland, California bankruptcy, Case No. 23-40523; and the Roman Catholic Bishop of Santa Rosa, California bankruptcy, Case No. 23-10113, among other representative matters.

7. Burns Bair has worked with prominent experts to produce persuasive reports on industry custom and practice regarding bad faith, claims handling, and liability coverage in abuse cases. Burns Bair has also briefed and argued numerous legal issues surrounding coverage for sexual abuse claims, including lost policies, the number of occurrences, the expected or intended exclusion, annualization of policy limits, waiver/estoppel, and many others.

8. Burns Bair will carefully coordinate all of its tasks to achieve case efficiencies and avoid duplication of efforts. Indeed, lead counsel for the Committee, Pachulski Stang Ziehl & Jones LLP, and Burns Bair have carefully planned their work streams to avoid any

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Application.

duplication of work and the firms will work proactively to make certain that their scope of work does not bleed into one another.

9. Burns Bair's standard hourly rates for attorneys and paraprofessionals are:

- a. Partners: \$900 to \$1120;
- b. Associates: \$550; and
- c. Paraprofessionals: \$360.

10. Due to the circumstances of this Case, the Firm proposes charging hourly rates that are substantially below its regular hourly rates. The Firm proposes to cap its rate for attorneys working on the case at \$800 per hour and for paraprofessionals working on the case at \$300 per hour.² Travel time will not be charged to the estate.

11. Burns Bair will maintain detailed, contemporaneous time records in six-minute intervals and apply to this Court for payment of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Local Guidelines, the Fee Guidelines, and any additional procedures that may be established by the Court in this Chapter 11 Case. Burns Bair has agreed to accept as compensation and reimbursement such sums as may be allowed by the Court. Burns Bair understands that interim and final fee awards are subject to approval by this Court.

12. Burns Bair received from counsel to the Committee a schedule of key parties in interest in this Chapter 11 Case, a copy of which is attached hereto as **Schedule 1** (the "**Potential Parties List**"). To check and clear potential conflicts of interest in this case, as well

² The standard hourly rates for the professionals primarily responsible for this matter are:

- a. Tim Burns, Partner: \$1120;
- b. Jesse Bair, Partner: \$900;
- c. Brian Cawley, Associate: \$550;
- d. Nathan Kuenzi, Associate: \$550; and
- e. Karin Jonch-Clausen, Associate: \$550.

as to identify all “connections” (as such term is used in Bankruptcy Rule 2014) to the Debtor, its creditors, other parties in interest, their respective attorneys and accountants, the United States Trustee for the Northern District of New York (the “**U.S. Trustee**”), any person employed in the office of the U.S. Trustee, Burns Bair has searched its electronic database for its connections to the entities listed on the Potential Parties List.

13. Other than as described below and with the exceptions of the representations noted in **Schedule 2** after diligent inquiry, I have ascertained (a) no connection, as such term is used in section 101(14)(C) of the Bankruptcy Code, as modified by section 1107(b) and Bankruptcy Rule 2014(a), between Burns Bair and any party in interest in this Chapter 11 Case, including with the Debtor, its creditors, the U.S. Trustee, any person employed in the office of the U.S. Trustee or any other party with an actual or potential interest in this Chapter 11 Case or their respective attorneys or accountants; (b) Burns Bair is not a creditor, equity security holder, or insider of the Debtor; (c) none of Burns Bair’s lawyers is, or was within two years of the Petition Date, a director, officer, or employee of the Debtor; and (d) Burns Bair neither holds nor represents an interest adverse to the Debtor, its estate, or any class of creditors by reason of any direct or indirect relationship to, connection with, or interest in the Debtor, or for any other reason.

14. Certain Committee members are represented by attorneys who represent committee members in the chapter 11 cases filed by the Roman Catholic Diocese of Rockville Centre, New York, the Diocese of Rochester, New York, and the Diocese of Syracuse, New York, where Burns Bair serves as special insurance counsel. Those law firms are: Jeff Anderson & Associates, PA, Pfau Cochran Vertetis Amala PLLC, LaFave Wein & Frament PLLC, Marsh Law Firm, and Slater Slater Schulman LLP.

15. In addition, Burns Bair has represented, represents, and in the future will likely represent debtors and creditors' committees in cases unrelated to the Debtor and this proceeding wherein one or more of the firms representing the members of the Committee or other parties in interest serve as or will serve as professionals to committee members.

16. Burns Bair did not provide the Committee or any informal group of creditors of the Debtor with legal services prior to the Selection Date. Accordingly, Burns Bair has not received any prepetition compensation from the Committee or from any of its members.

17. Burns Bair will conduct an ongoing review of its files to ensure that no disqualifying circumstances arise. If any new relevant facts or relationships are discovered, I will supplement this Declaration to the Court.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: Madison, Wisconsin
October 20, 2023

/s/ Timothy W. Burns

Timothy W. Burns

Schedule 1
Potential Parties List

Committee Members

Amos Ackerman
Michael Barcomb
Camille Gibeau
Kari Kozak
Stephen R. LeClair
Charles Nadeau
Christopher Wiley

Counsel to Committee Members

Marc J. Bern & Partners LLP
LaFave Wein & Frament, PLLC
Slater Slater Schulman LLP
PFAU COCHRAN VERTETIS AMALA
Marsh Law Firm
Jeff Anderson & Associates, P.A.

UST

William Harrington
Erin Champion

Judge

Honorable Patrick G. Radel

Debtor

The Roman Catholic Diocese of Ogdensburg, New York

Officers of the Debtor

Terry R. LaValley
Joseph A. Morgan
James D. Crowley
Mark Mashaw
Michael J. Tooley
Kevin O'Brien

Debtor's Professionals

Bond Schoeneck & King
Blank Rome LLP
Pinto Mucenski Hooper Vanhouse & Co.
Schwerzmann & Wise
Costello Cooney & Fearon

Parishes (Non-Debtor Affiliates)

St. Cecilia's Church of Adams, New York,
St. Cyril Church of Alexandria Bay
Church of the Holy Angels of Altona, N.Y.
Church of the Holy Name of Au Sable Forks
St. Paul's Church of Black River
St. Mary's and St. Paul's Parish
St. Patrick's Church of Brasher Falls
Immaculate Conception Church of Brownville
St. Mary's Church of Brushton, N.Y.
St. James Church of Cadyville, N.Y.
The Roman Catholic Church of St. Mary in Canton, New York
St. Vincent of Paul Church of Cape Vincent
Society of St. James Minor Church of Carthage
Church of St. Mary of Champlain
St. Andre Bessette Roman Catholic Parish, Malone, New York
St. Patrick's Church of Chateaugay (
Sacred Heart Church of Chazy, N.Y.
St. Mary's Church of Clayton
St. Patrick's Church of Colton, N.Y.
St. Francis of Assisi Church of Constable
St. Mary's Church of Constableville
St. Mary's Church, Copenhagen, New York
St. Stephen's Church, Croghan, New York
Church of the Sacred Heart of Jesus of Crown Point
St. Joseph's Church of Dannemora
Sacred Heart Church of Edwards
St. Elizabeth Roman Catholic Church of Elizabethtown
St. Bernard's and St. Edmund's Parish of Ellenburg
St. Joseph's Church of Essex
St. Mary's Roman Catholic Church of Evans Mills, New York
St. Mary's of the Fort Church, Fort Covington, N.Y.
Church of the Assumption of Gabriels (n/k/a St. Bernard's Church, Saranac Lake)
St. Mary's Church of Glenfield
St. James Church of Gouverneur
Our Lady of Grace of Hammond
St. Francis Solanus Church of Harrisville, New York
Queen of Heaven Church, Henderson, N.Y.
St. Raphael's Church of Heuvelton
Roman Catholic Community Center, Inc. of Hogansburg
Church of the Holy Cross of Hopkinton, N.Y.
St. Mary's and St. Paul's Parish of Indian Lake,
St. Anthony of Padua Parish of Inlet and Raquette Lake
St. Brendan's Roman Catholic Church of Keene, Church of the Immaculate Conception of Keeseville
St. Agnes Church of Lake Placid, N.Y.
Church of St. James Major of Lake Pleasant, Hamilton County
Ss. Philip & James Church of Lisbon Center

St. Henry's Church of Long Lake
St. Peter's Parish of Lowville
St. Bernard's and St. Edmund's Parish
St. John's Church of Lyons Falls
Church of St. John the Baptist Madrid
Church of All Saints of Mineville
St. Ann's Church of Mooers Forks
St. Alexander's Church of Morrisonville
St. Therese Church of Newcomb, N.Y.
Parish of the Visitation and St. Raymond
St. Augustine Church of North Bangor
St. Andrew's Church, Norwood
St. Mary's Church of Ogdensburg
St. Bartholomew's Church of Old Forge
St. Joseph's Church Minerva
St. Augustine's Church of Peru, N.Y.
Holy Cross Parish of Plattsburgh
St. Patrick's Church of Port Henry
St. Martin's Church, Port Leyden
The Roman Catholic Church of St. Mary of Potsdam, New York,
Church of the Assumption, Redford
St. Patrick's Church, Rouses Point
St. Andrew's Church, Sackets Harbor
St. Bernard's Church, Saranac Lake
Our Lady of Lourdes Church, Schroon Lake, N.Y.
St. Ann's Church, St. Regis Falls, New York
Roman Catholic Church of St. Hubert in Star Lake, New York
St. Mary's Church, Ticonderoga, N.Y.
St. Alphonsus – Holy Name of Jesus Parish of Tupper Lake
St. Mary's Church, Waddington
Church of the Holy Family of Watertown
The Church of Our Lady of Sacred Heart of Watertown
St. Anthony's Church of Watertown
Society of St. Patrick's Church of Watertown
St. Ann's Church of Wells, Hamilton County
St. Joseph's Church West Chazy, N.Y.
St. Mary's Nativity Church of West Leyden (Church of the Nativity, B.M.V.)
St. Philip Neri Roman Catholic Church of Westport, NY
St. Margaret's Roman Catholic Church of Wilmington
Catholic Community of St. Philip of Jesus and St. Joseph of Willsboro, New York

Parish Schools (Non-Debtor Affiliates)

Immaculate Heart Central Academy (Watertown, NY)
Augustinian Academy (Carthage, NY)
St. James School (Gouvernor, NY)
St. Agnes Elementary School (Lake Placid NY)

Trinity Catholic School (Massena, NY)
Seton Catholic Central School (Plattsburgh, NY)
St. Bernard's Grade School (Saranac Lake, NY)

Cemeteries (Non-Debtor Affiliates)

St. James Cemetery Corporation
Mount Carmel Cemetery of Plattsburgh, N.Y.
Calvary Cemetery, Inc.
Notre Dame Cemetery of Malone, N.Y., Inc.
St. Joseph's Cemetery of Malone, N.Y., Inc.

Other (Non-Debtor Affiliates)

Wadhams Hall
Our Lady of the Adirondacks, Inc.
St. Mary's Mission Center, Inc.
Guggenheim Center for Religious Programs
Catholic Charities of the Diocese of Ogdensburg, Inc.
The Roman Catholic Community Center
The Foundation of the Roman Catholic Diocese of Ogdensburg, New York, Inc.
St. Joseph's Home
The Pontifical Mission Societies of the Diocese of Ogdensburg, New York, Inc.
The Roman Catholic Diocese of Ogdensburg, New York Lay Employees Retirement Trust
The Roman Catholic Diocese of Ogdensburg, New York Diocesan Investment and Loan Trust

Secured Creditors

NBT Bank, National Association

Priority Unsecured Creditors

Internal Revenue Service
New York State Corporation Tax
NYS Department of Taxation and Finance

Trade Creditors

AAA Membership
AFLAC
American Bedding Mfg., Inc.
Angelo Pietropaoli
Anita Soltero
Archdiocese of Newark
Benefactor Funding Corp.
Breast Cancer Prevention Institute
Carcuzzi Car Care Center
Carlin Media
Casella Waste Systems
Catholic Charities

Catholic Purchasing Service
Charter Communications
Consolidated Electrical Distributors Inc.
County of Franklin
Curtis Lumber Co. Inc.
Ecolab, Inc.
Elan Financial Services
Ellen McBride
FDLC
Frank J. Walters Associates, Inc.
Gallagher Bassett Services, Inc.
Gardner's Floorcovering & Furniture
Gellert Scali Busenkell & Brown, LLC
Giroux's Poultry Farm, Inc.
Grainger
Grand Union 707
Hulbert Supply Saranac Lake
Hyde Fuel
Ignatius Press
Jodi Brunner
John Fehlner
Kiera T. Johnson, c/o Myra Pitcher
Kinney Drug's, Inc.
Lena Mather
Liberty Utilities of New York
Life Giving Wounds
Little Miss Florist
Loremans'
Mark Mashaw
Marla T. Holden, PsyD
Michael Farkas
Michelle Martin
National Grid
New York State Department of Labor
NYCYM
Northern Extinguisher & Fire Safety LLC
Northern New York Newspapers Corp.
Pepsi Cola Ogdensburg Bottlers
Pitney Bowes Global Financial Services
Pontifical Mission Societies, Inc.
Price Chopper Operation Co., Inc.
Renzi
Rev. Christopher Carrara
Rev. Martin E. Cline
Roman Catholic Community Morrisonville
Section.com
Servants of the Paraclete

Spectrum Reach
St. Bernard's Church
St. Peter's Parish
Sturdy Supply & Rental
The Roman Catholic Diocese of Ogdensburg as Trustee of the Deposit and Loan Fund
The Washboard
TK Elevator Corporation
TL Refrigeration
Verizon
Verizon Wireless
Vianney Vocations LLC
W. B. Mason Co., Inc.
Walmar
Woodchop Shop, Inc.
Ecolab, Inc.
National Grid

Couterparties to Executory Contracts

ADP
Blackbaud, Inc.
CREG Systems Corp.
Holy Cross Parish
Immaculate Heart Central Schools
IONOS
Pitney Bowes
SimpliSafe
Symquest Group, Inc.
The Computer Department, Inc.
TK Elevator Corporation
Wadhams Hall

Insurance Companies

Certain Underwriters at Lloyd's, London
Certain London Market Companies
Employers Insurance Company of Wausau
Evanston Insurance Company as successor-in-interest to Associated International Insurance Company
Granite State Insurance Company
Insurance Company of North America
International Insurance Company
Interstate Fire & Casualty Company

Counsel to the 20 Largest Unsecured Creditors (Litigation Claims) (*already under Committee Counsel)

Trevett Cristo
Jeff Anderson & Associates*
James, Vernon and Weeks, P.A.
LaFave, Wein & Frament, PLLC*

Marc J. Bern & Partners, LLP*
Law Office of Ellie Silverman, PC
Matthews & Associates
Tim K. Goss, Esq.
Peter de la Cerda, Esq.
D'Arcy Johnson Day, PC
Sweeney, Reich & Bolz, LLP
Michael G. Dowd, Esq.
Powers & Santola, LLP
Simpson Tuegel Law Firm
Seeger Weiss LLP
Laffey, Bucci & Kent, LLP
Slater Slater Schulman LLP
Simmons Hanly Conroy LLC
Marsh Law Firm PLLC
Pfau Cochran Vertetis Amala PLLC*
Reich & Binstock
Herman Law

Schedule 2
Disclosures

INDIVIDUAL OR ENTITY	RELATION TO DEBTOR	RELATIONSHIP TO BURNS BAIR
Jeff Anderson & Associates, P.A.	Counsel to Committee Members	<p>Jeff Anderson & Associates, P.A. was co-counsel with Burns Bair in the matter captioned <i>The Congregation of Christian Brothers of Hawaii, Inc. d/b/a/ Damien Memorial School v. First Insurance Company of Hawaii, Ltd.</i> Civil No. 16-1-0164-01 (JPC), pending in the Circuit Court of the First Circuit, State of Hawaii.</p> <p>Jeff Anderson & Associates, P.A. is currently co-counsel with Burns Bair in the matter captioned <i>TIG Insurance Company v. Missionary Oblates of Mary Immaculate</i>, Civil No. 20-cv-02261, pending in the US District Court for the District of Minnesota.</p> <p>Jeff Anderson & Associates, P.A. is also co-counsel with Burns Bair on behalf certain sexual abuse survivors who have claims pending in the bankruptcy of the Diocese of Camden, New Jersey, Case No. 20-21257, pending in the US Bankruptcy Court for the District of New Jersey.</p>
Herman Law	Counsel to the 20 Largest Unsecured Creditors (Litigation Claims)	Client of the firm in matters unrelated to this Chapter 11 Case

EXHIBIT B

Proposed Order

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK**

IN RE:

The Roman Catholic Diocese of
Ogdensburg, New York,

Debtor.

)
) Chapter 11
)
) Case No. 23-60507 (PGR)
)
)
)
)
)

**ORDER AUTHORIZING AND APPROVING THE EMPLOYMENT OF BURNS BAIR
LLP AS SPECIAL INSURANCE COUNSEL TO THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS EFFECTIVE AS OF SEPTEMBER 18, 2023**

Upon consideration of the *Application of the Official Committee of Unsecured Creditors to Retain and Employ Burns Bair LLP as Special Insurance Counsel Effective as of September 18, 2023* (the “**Application**”),¹ pursuant to sections 327 and 1103(a) Title 11 of the United States Code (the “**Bankruptcy Code**”), Rule 2014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 2014-1 of the Local Rules of the United States Bankruptcy Court for the Northern District of New York (the “**Local Rules**”), for an order authorizing and approving the retention and employment of Burns Bair LLP (“**Burns Bair**”) as special insurance counsel for the Official Committee of Unsecured Creditors (the “**Committee**”) of the debtor (the “**Debtor**”) in this chapter 11 case; and upon consideration of the declaration of Timothy W. Burns in support of the Application filed by the Committee; and the Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. § 1334; and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested in the Application is in the best interests of the Debtor’s estate, its creditors and other parties in

interest; and the Committee having provided adequate and appropriate notice of the Application under the circumstances; and after due deliberation and good and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Application is **GRANTED** as set forth herein.
2. The Committee is authorized to retain and employ Burns Bair as special insurance counsel to the Committee effective as of September 18, 2023. In the alternative, to the extent retention of Burns Bair as of September 18, 2023 is not permitted under applicable law, Burns Bair shall be retained as of the earliest date permitted under law; provided, however, that Burns Bair may seek compensation for work performed and expenses incurred as of and after September 18, 2023 even where the effective date of its retention occurs thereafter.
3. Subject to Court approval, Burns Bair may be compensated for services rendered and reimbursed for expenses incurred beginning on September 18, 2023.
4. Burns Bair shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtor's case as set forth in the Application and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of this Court.
5. The Committee and Burns Bair are authorized and empowered to take all actions necessary to implement the relief granted in this Order.
6. No fees will be paid to Burns Bair, including the use of any retainer received for post-petition services, without prior approval of the Court.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application.

7. The Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

8. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

Dated: _____, 2023
Utica, New York

THE HONORABLE PATRICK G. RADEL
UNITED STATES BANKRUPTCY JUDGE